

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973

OF COUNSEL
URBAN A. LESTER

(202) 393-2266

FAX (202) 393-2156

May 24, 1996

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) executed copies of each of the following documents: Thirtieth Amendment to Security Agreement-Trust Deed, dated as of May 24, 1996, and two separate Bills of Sale and Assignment and Assumption Agreements, all dated as of May 24, '996, and all being secondary documents as defined in the Commission's Rules for the Recordation of Documents.

The enclosed documents relate to the Security Agreement-Trust Deed duly filed with the Commission under Recordation Number 19111.

The names and addresses of the parties to the enclosed documents are:

Thirtieth Amendment

Debtor: AKF Corp.
Bank of America Plaza
300 South 4th Street, Suite 1100
Las Vegas, Nevada 89101

Secured Party: Internationale Nederlanden (U.S.)
Capital Corporation
135 East 57th Street
New York, New York 10022-2101

A description of the railroad equipment being ADDED to the Security Agreement is: 44 railcars set forth in Annex A attached to the Thirtieth Amendment, with the Leases related thereto set forth in Annex B attached to the Thirtieth Amendment.

19111- VVVV, WWWW,
XXXX,
YYYY +
ZZZZ

Counterparts - Edward M. Lester

Mr. Vernon A. Williams
May 24, 1996
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A description of the railroad equipment being DELETED from the Security Agreement is: 76 railcars set forth in Annex X attached to the Thirtieth Amendment, with the Leases related thereto set forth in Annex Y attached to the Thirtieth Amendment

With respect to the 44 railcars being ADDED to the Security Agreement, the parties are as follows:

Bill of Sale

Transferor: ACF Industries, Incorporated
620 North Second Street
St. Louis, Missouri 63301

Transferee: AKF Corp.
Bank of America Plaza
300 South 4th Street, Suite 1100
Las Vegas, Nevada 89101

Assignment and Assumption Agreement

Assignor: ACF Industries, Incorporated
620 North Second Street
St. Charles, Missouri 63301

Assignee: AKF Corp.
Bank of America Plaza
300 South 4th Street, Suite 1100
Las Vegas, Nevada 89101

With respect to the 76 railcars being DELETED from the Security Agreement, the parties are as follows:

Bill of Sale

Transferee: ACF Industries, Incorporated
620 North Second Street
St. Louis, Missouri 63301

Transferor: AKF Corp.
Bank of America Plaza
300 South 4th Street, Suite 1100
Las Vegas, Nevada 89101

Mr. Vernon A. Williams
May 24, 1996
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Assignment and Assumption Agreement

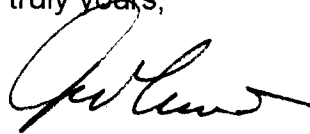
Assignee: ACF Industries, Incorporated
620 North Second Street
St. Charles, Missouri 63301

Assignor: AKF Corp.
Bank of America Plaza
300 South 4th Street, Suite 1100
Las Vegas, Nevada 89101

Also enclosed is a check in the amount of \$105.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return two stamped copies of each of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

[EXECUTION COPY]

9111-VVVV

THIRTIETH AMENDMENT

TO

SECURITY AGREEMENT - TRUST DEED,

dated as of May 24, 1996

between

AKF CORP.

and

INTERNATIONALE NEDERLANDEN (U.S.) CAPITAL CORPORATION

THIRTIETH AMENDMENT

TO

SECURITY AGREEMENT - TRUST DEED

THIS THIRTIETH AMENDMENT TO SECURITY AGREEMENT - TRUST DEED, dated as of May 24, 1996 (this "Amendment"), is made between AKF Corp., a Delaware corporation (the "Debtor"), and INTERNATIONALE NEDERLANDEN (U.S.) CAPITAL CORPORATION (the "Secured Party").

W I T N E S S E T H:

WHEREAS, the Debtor and the Secured Party have heretofore entered into a certain Security Agreement - Trust Deed, dated as of December 21, 1994 (as amended prior hereto, the "Security Agreement"); and

WHEREAS, the Debtor and the Secured Party have agreed, subject to the conditions and terms hereinafter set forth, to amend the Security Agreement in certain respects as herein provided;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Use of Defined Terms. Unless otherwise defined or the context otherwise requires, terms for which meanings are provided in the Security Agreement shall have such meanings when used in this Amendment.

ARTICLE II

AMENDMENTS

SECTION 2.1. Amendments to Annex A to Security Agreement. Effective as of the date hereof, Annex A to the Security Agreement is hereby amended and supplemented by the (i) addition of the Cars listed on Annex A hereto, and (ii) deletion of the Cars listed on Annex X hereto. Each reference to Annex A in the Security Agreement shall be deemed to refer to such Annex as

amended by Annex A and Annex X hereto. The representations, warranties, covenants and agreements contained in the Security Agreement (together with the remedies contained in the Security Agreement) shall, as of the date hereof, apply to the Cars listed on Annex A hereto to the same extent and with the same force and effect as if such Cars had been specifically described and referred to in the Security Agreement.

SECTION 2.2. Amendments to Annex B to Security Agreement. Effective as of the date hereof, Annex B to the Security Agreement is hereby amended and supplemented by the (i) addition of the Equipment Leases listed on Annex B hereto, and (ii) deletion of the Equipment Leases listed on Annex Y hereto. Each reference to Annex B in the Security Agreement shall be deemed to refer to such Annex as amended by Annex B and Annex Y hereto. The representations, warranties, covenants and agreements contained in the Security Agreement (together with the remedies contained in the Security Agreement) shall, as of the date hereof, apply to the Equipment Leases listed on Annex B hereto to the same extent and with the same force and effect as if such Equipment Leases had been specifically described and referred to in the Security Agreement.

ARTICLE III

REAFFIRMATION OF SECURITY INTEREST

SECTION 3.1. Reaffirmation. The Debtor, in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Secured Party and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, and in order to secure the prompt payment in full and when due (whether at stated maturity, by acceleration or mandatory prepayment or otherwise) of the Secured Obligations, has granted, and does hereby grant, to the Secured Party and its successors and assigns, a lien on and the security interest in all of the Debtor's right, title and interest in, to and under the Collateral.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

In order to induce the Secured Party to enter into this Amendment, the Debtor represents and warrants unto the Secured Party as set forth in this Article IV.

SECTION 4.1. Due Authorization, Non-Contravention, etc. The execution, delivery and performance by the Debtor of this

Amendment are within the Debtor's corporate powers, have been duly authorized by all necessary corporate action, and do not

(a) contravene the Debtor's certificate of incorporation or by-laws; or

(b) contravene any contractual restriction, law or governmental regulation or court decree or order binding on or affecting the Debtor.

SECTION 4.2. Government Approval, Regulation, etc. No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other person or entity is required for the due execution, delivery or performance by the Debtor of this Amendment.

SECTION 4.3. Validity, etc. This Amendment constitutes the legal, valid and binding obligation of the Debtor enforceable against it in accordance with its terms.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 5.1. Ratification of and References to the Security Agreement. This Amendment shall be deemed to be an amendment to the Security Agreement, and the Security Agreement, as amended hereby, is hereby ratified, approved and confirmed in each and every respect. All references to the Security Agreement in any other document, instrument, agreement or writing shall hereafter be deemed to refer to the Security Agreement as amended hereby.

SECTION 5.2. Headings. The various headings of this Amendment are inserted for convenience only and shall not affect the meaning or interpretation of this Amendment or any provisions hereof.

SECTION 5.3. Execution in Counterparts. This Amendment may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 5.4. Governing Law. **THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE; AND THE SECURED PARTY SHALL BE ENTITLED TO THE BENEFITS OF THE RECORDING SYSTEM CONFERRED BY 49 U.S.C. SECTION 11303 AND SUCH ADDITIONAL RIGHTS, ARISING OUT OF THE FILING OR RECORDING WITH RESPECT THERETO.**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized.

AKF CORP

By 
Name:
Title:

State of New York)
) ss:
County of New York)

On this 9th day of May, 1996, before me personally came Robert J. Mitchell, to me known, who being by me duly sworn, did depose and say that he resides at Woodbury, NY, that he is the President of AKF Corp., the corporation described in and which executed the foregoing instrument, and that he signed his name thereto on the date hereof by order of the board of directors of said corporation.


Notary Public

ROBYN G. STEINBERG
Notary Public, State of New York
No. 01ST5026264
Qualified in New York County
Commission Expires April 18, 1996
1998

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized.

**INTERNATIONALE NEDERLANDEN
(U.S.) CAPITAL CORPORATION**

By *Robert Novick*
Name: Robert Novick
Title: Vice President

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 22nd day of May, 1996, before me personally came Robert Novick, to me known, who being by me duly sworn, did depose and say that he resides at Mamaroneck, New York, that he is Vice President of Internationale Nederlanden (U.S.) Capital Corporation, the corporation described in and which executed the foregoing instrument, and that he signed his name thereto on the date hereof by order of the board of directors of said corporation.

Keith D. Arnold
Notary Public

KEITH D. ARNOLD
Notary Public, State of New York
No 01AR5050761
Qualified in New York County
Commission Expires Oct. 16, 1997

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ANNEX A

<u>Rptg Mark</u>	<u>Car Number</u>
ACFX	76730
ACFX	76897
ACFX	76898
ACFX	76899
ACFX	76900
ACFX	76901
ACFX	76902
ACFX	76903
ACFX	76904
ACFX	76905
ACFX	76906
ACFX	76909
ACFX	76910
ACFX	76911
ACFX	76912
ACFX	76913
ACFX	76914
ACFX	76916
ACFX	76917
ACFX	76918
ACFX	76919
ACFX	76920
ACFX	76921
ACFX	76922
ACFX	76923
ACFX	76924
ACFX	76925
ACFX	76926
ACFX	76927
ACFX	76928
ACFX	76930
ACFX	86233
ACFX	86235
ACFX	86236
ACFX	86237
ACFX	86238
ACFX	86239
ACFX	86240
ACFX	86241
ACFX	86242
ACFX	86243
ACFX	86244
ACFX	86245
ACFX	86246
44	Cars

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ANNEX B

1

Lessee Code	Lessee	Contract	Rptg Mark	Car Number	Type	Year Built	Effective Date	Expiration Date
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76730	T	1984	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76897	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76898	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76899	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76900	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76901	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76902	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76903	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76904	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76905	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76906	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76909	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76910	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76911	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76912	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76913	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76914	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76916	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76917	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76918	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76919	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76920	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76921	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76922	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76923	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76924	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76925	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76926	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76927	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76928	T	1985	11/1/93	10/31/98
263	OCCIDENTAL CHEMICAL CORPORA	48860107	ACFX	76930	T	1985	11/1/93	10/31/98
263 Count								31
316	PIONEER CHLOR ALKALI COMPAN	46990013	ACFX	86233	T	1976	3/1/94	2/28/99
316	PIONEER CHLOR ALKALI COMPAN	46990013	ACFX	86235	T	1976	3/1/94	2/28/99
316	PIONEER CHLOR ALKALI COMPAN	46990013	ACFX	86236	T	1976	3/1/94	2/28/99

Lessee Code	Lessee	Contract	Rplg Mark	Car Number	Type	Year Built	Effective Date	Expiration Date
316	PIONEER CHLOR ALKALI COMPAN	46990013	ACFX	86237	T	1976	3/1/94	2/28/99
316	PIONEER CHLOR ALKALI COMPAN	46990013	ACFX	86238	T	1976	3/1/94	2/28/99
316	PIONEER CHLOR ALKALI COMPAN	46990013	ACFX	86239	T	1976	3/1/94	2/28/99
316	PIONEER CHLOR ALKALI COMPAN	46990013	ACFX	86240	T	1976	3/1/94	2/28/99
316	PIONEER CHLOR ALKALI COMPAN	46990013	ACFX	86241	T	1976	3/1/94	2/28/99
316	PIONEER CHLOR ALKALI COMPAN	46990013	ACFX	86242	T	1976	3/1/94	2/28/99
316	PIONEER CHLOR ALKALI COMPAN	46990013	ACFX	86243	T	1976	3/1/94	2/28/99
316	PIONEER CHLOR ALKALI COMPAN	46990013	ACFX	86244	T	1976	3/1/94	2/28/99
316	PIONEER CHLOR ALKALI COMPAN	46990013	ACFX	86245	T	1976	3/1/94	2/28/99
316	PIONEER CHLOR ALKALI COMPAN	46990013	ACFX	86246	T	1976	3/1/94	2/28/99
316 Count								13
Grand Count								44

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ANNEX X

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Rptg Mark	Car Number	Rptg Mark	Car Number	Rptg Mark	Car Number
ACFX	12247	ACFX	57251		
ACFX	17381	ACFX	57291		
ACFX	17382	ACFX	57303		
ACFX	17383	ACFX	57304		
ACFX	17384	ACFX	57306		
ACFX	27802	ACFX	57307		
ACFX	27803	ACFX	57308		
ACFX	27804	ACFX	57313		
ACFX	27805	ACFX	57314		
ACFX	27807	ACFX	57316		
ACFX	27808	ACFX	57317		
ACFX	27809	ACFX	57319		
ACFX	27810	ACFX	57322		
ACFX	27811	ACFX	57325		
ACFX	27812	ACFX	57327		
ACFX	27813	ACFX	57328		
ACFX	27814	ACFX	57329		
ACFX	27815	ACFX	57330		
ACFX	27816	ACFX	57331		
ACFX	27817	ACFX	57333		
ACFX	27818	ACFX	71779		
ACFX	27819	ACFX	81798		
ACFX	27821	ACFX	97721		
ACFX	27822	ACFX	97723		
ACFX	27823	ACFX	97725		
ACFX	27824	ACFX	97728		
ACFX	27825				
ACFX	27826	76 Cars			
ACFX	27827				
ACFX	27828				
ACFX	44782				
ACFX	44790				
ACFX	44795				
ACFX	44797				
ACFX	44799				
ACFX	44803				
ACFX	44806				
ACFX	44808				
ACFX	44809				
ACFX	44810				
ACFX	44819				
ACFX	44820				
ACFX	44822				
ACFX	44823				
ACFX	44826				
ACFX	44827				
ACFX	44828				
ACFX	44830				
ACFX	44832				
ACFX	44833				

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ANNEX Y

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Lessee Code	Lessee	Contract	Rplg Mark	Car Number	Type	AAR Desg	Year Built	Effective Date	Expiration Date
125	INDSPEC CHEMICAL CORPORATIO	6551	ACFX	44782	H	C311	1980	00/00/00	00/00/00
125	INDSPEC CHEMICAL CORPORATIO	6551	ACFX	44790	H	C311	1980	00/00/00	00/00/00
125	INDSPEC CHEMICAL CORPORATIO	6551	ACFX	44795	H	C311	1980	00/00/00	00/00/00
125	INDSPEC CHEMICAL CORPORATIO	6551	ACFX	44797	H	C311	1980	00/00/00	00/00/00
125	INDSPEC CHEMICAL CORPORATIO	6551	ACFX	44799	H	C311	1980	00/00/00	00/00/00
125	INDSPEC CHEMICAL CORPORATIO	6551	ACFX	44803	H	C311	1980	00/00/00	00/00/00
125	INDSPEC CHEMICAL CORPORATIO	6551	ACFX	44806	H	C311	1980	00/00/00	00/00/00
125	INDSPEC CHEMICAL CORPORATIO	6551	ACFX	44808	H	C311	1980	00/00/00	00/00/00
125	INDSPEC CHEMICAL CORPORATIO	6551	ACFX	44809	H	C311	1980	00/00/00	00/00/00
125	INDSPEC CHEMICAL CORPORATIO	6551	ACFX	44810	H	C311	1980	00/00/00	00/00/00
125	INDSPEC CHEMICAL CORPORATIO	6551	ACFX	44819	H	C311	1980	00/00/00	00/00/00
125	INDSPEC CHEMICAL CORPORATIO	6551	ACFX	44820	H	C311	1980	00/00/00	00/00/00
125	INDSPEC CHEMICAL CORPORATIO	6551	ACFX	44822	H	C311	1980	00/00/00	00/00/00
125	INDSPEC CHEMICAL CORPORATIO	6551	ACFX	44823	H	C311	1980	00/00/00	00/00/00
125	INDSPEC CHEMICAL CORPORATIO	6551	ACFX	44826	H	C311	1980	00/00/00	00/00/00
125	INDSPEC CHEMICAL CORPORATIO	6551	ACFX	44827	H	C311	1980	00/00/00	00/00/00
125	INDSPEC CHEMICAL CORPORATIO	6551	ACFX	44828	H	C311	1980	00/00/00	00/00/00
125	INDSPEC CHEMICAL CORPORATIO	6551	ACFX	44830	H	C311	1980	00/00/00	00/00/00
125	INDSPEC CHEMICAL CORPORATIO	6551	ACFX	44832	H	C311	1980	00/00/00	00/00/00
125	INDSPEC CHEMICAL CORPORATIO	6551	ACFX	44833	H	C311	1980	00/00/00	00/00/00
125 Count 20									
225	GEON COMPANY, THE	35250027	ACFX	57251	H	C214	1971	00/00/00	00/00/00
225	GEON COMPANY, THE	35250027	ACFX	57291	H	C214	1971	00/00/00	00/00/00
225	GEON COMPANY, THE	35250027	ACFX	57303	H	C214	1971	00/00/00	00/00/00
225	GEON COMPANY, THE	35250027	ACFX	57304	H	C214	1971	00/00/00	00/00/00
225	GEON COMPANY, THE	35250027	ACFX	57306	H	C214	1971	00/00/00	00/00/00
225	GEON COMPANY, THE	35250027	ACFX	57307	H	C214	1971	00/00/00	00/00/00
225	GEON COMPANY, THE	35250027	ACFX	57308	H	C214	1971	00/00/00	00/00/00
225	GEON COMPANY, THE	35250027	ACFX	57313	H	C214	1971	00/00/00	00/00/00
225	GEON COMPANY, THE	35250027	ACFX	57314	H	C214	1971	00/00/00	00/00/00
225	GEON COMPANY, THE	35250027	ACFX	57316	H	C214	1971	00/00/00	00/00/00
225	GEON COMPANY, THE	35250027	ACFX	57317	H	C214	1971	00/00/00	00/00/00
225	GEON COMPANY, THE	35250027	ACFX	57319	H	C214	1971	00/00/00	00/00/00
225	GEON COMPANY, THE	35250027	ACFX	57322	H	C214	1971	00/00/00	00/00/00
225	GEON COMPANY, THE	35250027	ACFX	57325	H	C214	1971	00/00/00	00/00/00
225	GEON COMPANY, THE	35250027	ACFX	57327	H	C214	1971	00/00/00	00/00/00
225	GEON COMPANY, THE	35250027	ACFX	57328	H	C214	1971	00/00/00	00/00/00

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ANNEX Y

2

Lessee Code	Lessee	Contract	Rplg Mark	Car Number	Type	AAR Desg	Year Built	Effective Date	Expiration Date
225 Count									
225	GEON COMPANY, THE	35250027	ACFX	57329	H	C214	1971	00/00/00	00/00/00
225	GEON COMPANY, THE	35250027	ACFX	57330	H	C214	1971	00/00/00	00/00/00
225	GEON COMPANY, THE	35250027	ACFX	57331	H	C214	1971	00/00/00	00/00/00
225	GEON COMPANY, THE	35250027	ACFX	57333	H	C214	1971	00/00/00	00/00/00
225	GEON COMPANY, THE	35250027	ACFX	97721	H	C214	1977	00/00/00	00/00/00
225	GEON COMPANY, THE	35250027	ACFX	97723	H	C214	1977	00/00/00	00/00/00
225	GEON COMPANY, THE	35250027	ACFX	97725	H	C214	1977	00/00/00	00/00/00
225	GEON COMPANY, THE	35250027	ACFX	97728	H	C214	1977	00/00/00	00/00/00
225 Count									
263	OCCIDENTAL CHEMICAL CORPORA	48860002	ACFX	81798	T	T105	1965	8/1/92	7/31/97
263	OCCIDENTAL CHEMICAL CORPORA	48860003	ACFX	12247	T	T105	1963	8/1/92	7/31/97
263 Count									
443	ELF ATOCHEM NORTH AMERICA,	7086	ACFX	17381	T	T645	1968	2/1/96	1/31/89
443	ELF ATOCHEM NORTH AMERICA,	7086	ACFX	17382	T	T645	1968	2/1/96	1/31/89
443	ELF ATOCHEM NORTH AMERICA,	7086	ACFX	17383	T	T645	1968	2/1/96	1/31/89
443	ELF ATOCHEM NORTH AMERICA,	7086	ACFX	17384	T	T645	1968	2/1/96	1/31/89
443 Count									
567	SOLVAY MINERALS, INC.	2714	ACFX	27802	H	C113	1982	1/1/95	12/31/04
567	SOLVAY MINERALS, INC.	2714	ACFX	27803	H	C113	1982	1/1/95	12/31/04
567	SOLVAY MINERALS, INC.	2714	ACFX	27804	H	C113	1982	1/1/95	12/31/04
567	SOLVAY MINERALS, INC.	2714	ACFX	27805	H	C113	1982	1/1/95	12/31/04
567	SOLVAY MINERALS, INC.	2714	ACFX	27807	H	C113	1982	1/1/95	12/31/04
567	SOLVAY MINERALS, INC.	2714	ACFX	27808	H	C113	1982	1/1/95	12/31/04
567	SOLVAY MINERALS, INC.	2714	ACFX	27809	H	C113	1982	1/1/95	12/31/04
567	SOLVAY MINERALS, INC.	2714	ACFX	27810	H	C113	1982	1/1/95	12/31/04
567	SOLVAY MINERALS, INC.	2714	ACFX	27811	H	C113	1982	1/1/95	12/31/04
567	SOLVAY MINERALS, INC.	2714	ACFX	27812	H	C113	1982	1/1/95	12/31/04
567	SOLVAY MINERALS, INC.	2714	ACFX	27813	H	C113	1982	1/1/95	12/31/04
567	SOLVAY MINERALS, INC.	2714	ACFX	27814	H	C113	1982	1/1/95	12/31/04
567	SOLVAY MINERALS, INC.	2714	ACFX	27815	H	C113	1982	1/1/95	12/31/04
567	SOLVAY MINERALS, INC.	2714	ACFX	27816	H	C113	1982	1/1/95	12/31/04
567	SOLVAY MINERALS, INC.	2714	ACFX	27817	H	C113	1982	1/1/95	12/31/04
567	SOLVAY MINERALS, INC.	2714	ACFX	27818	H	C113	1982	1/1/95	12/31/04
567	SOLVAY MINERALS, INC.	2714	ACFX	27819	H	C113	1982	1/1/95	12/31/04
567	SOLVAY MINERALS, INC.	2714	ACFX	27821	H	C113	1982	1/1/95	12/31/04
567	SOLVAY MINERALS, INC.	2714	ACFX	27822	H	C113	1982	1/1/95	12/31/04
567	SOLVAY MINERALS, INC.	2714	ACFX	27823	H	C113	1982	1/1/95	12/31/04

ANNEX Y

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<u>Lessee</u>	<u>Contract</u>	<u>Rpig</u>	<u>Car</u>	<u>AAR</u>	<u>Year</u>	<u>Effective</u>	<u>Expiration</u>
<u>Code</u>	<u>Lessee</u>	<u>Mark</u>	<u>Number</u>	<u>Type</u>	<u>Built</u>	<u>Date</u>	<u>Date</u>
567	SOLVAY MINERALS, INC.	ACFX	27824	H	C113	1982	12/31/04
567	SOLVAY MINERALS, INC.	ACFX	27825	H	C113	1982	12/31/04
567	SOLVAY MINERALS, INC.	ACFX	27826	H	C113	1982	12/31/04
567	SOLVAY MINERALS, INC.	ACFX	27827	H	C113	1982	12/31/04
567	SOLVAY MINERALS, INC.	ACFX	27828	H	C113	1982	12/31/04
567 Count:							25
1375	HAMPSHIRE CHEMICAL CORPORAT	ACFX	71779	T	T105	1987	12/30/92
1375 Count							1
Grand Count							76